This doctrine applies with particular force to corporations. *Frenkel v. Hudson,* 82 Ala., 158. In a strict sense a corporation, from its nature, can only have constructive notice, or knowledge of facts. *Plumb v. Fuitt,* 2 Anstr., 432. The most comprehensive rule is that notice communicated to or knowledge acquired by the officers, or agents, of a corporation, when acting in their official capacity, or within the scope of their agency becomes notice to the corporation, for all purposes. *Bridgeport Bank v. New York, etc., R. R. Co.,* 30 Conn., 231. Generally speaking notice will not be imputed to the principal unless the knowledge of the facts reaches the agent while acting for the principal. *Armstrong v. Abbott,* 11 Colo., 220. So information communicated to an officer of a corporation on the street touching a matter affecting the rights of a corporation is not as a matter of law notice to the corporation. *Texas Banking Co. v. Hutchins,* 53 Texas, 61. Cases are found which hold that although knowledge of a fact comes to an agent while not acting for the principal, yet if he subsequently acted for his principal, in a matter in which it was his duty to communicate the fact, then this knowledge will be imputed to his principal. *Tagg v. Tenn. Natl. Bank,* 9 Heisk. (Tenn.), 479. The material fact, therefore, which binds the principal is the knowledge which the agent possesses at the time he acts, and the principal is bound in such cases, whether the knowledge is communicated or not. *Harrington v. U. S.,* 11 Wall, 356. This doctrine is followed in England. *Dressor v. Norwood,* 17 C. B. N. S. One of the courts in this country has gone further, and held that, where the fact of the agency is established, knowledge acquired a short time prior to his appointment necessarily gives rise to the inference that it remained fixed in his memory when he entered the employment, and therefore must be deemed knowledge of his principal. *Chouteau v. Allen,* 70 Mo., 290; *Hayward v. Natl. Ins. Co.,* 52 Mo., 181.

CORPORATIONS—OFFICERS—POWERS OF SECRETARY.—CITY OF CHICAGO V. STEIN, 96 N. E., 886 (ILL.).—*Held,* that the secretary of a corporation as a rule does not have the power *ex officio* to bind the corporation by letters and documents officially signed by him.

The secretary of an incorporated company is an officer of the company. *Ehrenzeller v. Union Canal Co.,* I Rawle (Pa.), 181. The power of an officer of a corporation to bind his principal is governed by the law of agency. *Moore v. Manufacturing Co.,* 113 Mo., 453. Thus a secretary may have express powers granted to him, or he may have implied powers to bind the corporation. *Read v. Buffum,* 79 Cal., 77; *Peck v. Insurance Co.,* 22 Conn., 575. Moreover a corporation may ratify the acts of a secretary which are without the scope of his authority. *New England Marine Insurance Co. v. DeWolf,* 8 Pick. (Mass.), 56; *Burch v. West,* 134 Il., 258; *Elwell v. Railroad Co.,* 67 Barb. (N. Y.) 83. However a corporation is not estopped to deny the authority of the secretary in respect to all acts which it has not expressly or impliedly clothed him to perform in its behalf. *Winsted Hosiery Co. v. New Britain Knitting Co.,* 69 Conn., 565. The true test to be applied to the secretary's ability to bind the corporation is to inquire whether or not he is engaged in the general duties of his

office. *Hastings v. Brooklyn Life Insurance Co.*, 138 N. Y., 473; *Williams v. Chester R. R. Co.*, 5 Eng. L. & Eq., 497.

CORPORATIONS—RECEIVERS—GROUNDS OF APPOINTMENT—MISCONDUCT OF CORPORATE OFFICERS—ADEQUACY OF OTHER REMEDY.—SMITH V. BIRMINGHAM DISINFECTANT CO., 56 S. W., 721 (ALA.).—*Held*, misappropriation of corporate assets by the officers is not ground for the appointment of a receiver, if the officers are solvent.

Receivers are appointed to protect and preserve the property under consideration. *High on Receivers*, Sec. 1, 3, 5, 6; *Barker v. Admr. of Backen*, 32 Ill., 79. Receivers are not appointed as a punishment for a past dereliction, but are appointed when present conditions and the prospect for the future are such as to warrant the taking of the property out of the hands of the owners. *Klan v. Colt*, I Hast. Let., 365; *Beecher v. Bininger*, I Blatchf., 170; *Bank v. Gage*, 79 Ill., 207. Courts proceed with extreme caution in appointing receivers to take property of a corporation out of the control of its officers, when there is any other remedy. *Oackley v. Paterson*, I Greens Ch., 173; *Hyde Park Gas Co. v. Kerber*, 5 Brad., 132. Circumstances to justify such appointment must be extraordinary, and something more must be shown than past misconduct, or mere apprehension. *Waterbury v. M. U. Ex. Co.*, 50 Brad. (N. Y.), 157. In accord with the principal case, the courts hold that where none of the directors are shown to be insolvent there is no reason for thinking that the amount due the corporation will not be accounted for. *Original Vienna Bakery, etc. v. Heissler*, 50 Ill. App., 406. The proper remedy is either an action at law for damages, or a bill in equity for an accounting. *Mobile, etc. Bank v. Collins*, 7 Ala., 95; *Citizens Loan Assoc. v. Lyon*, 29 N. J. Eq., 110.

CRIMINAL LAW—MURDER—DEFENSE OF DURESS.—STATE V. MORETTI, 120 PAC., 102 (WASH.).—*Held*, that participation in a robbery by the accused under duress was not a defense in the prosecution for murder where the person robbed was killed by an associate of the accused.

The law is settled that all co-participators are liable in a prosecution for murder where the deceased was killed during the commission of a felony. *Simpson v. State*, 59 Ala., 1. Duress threatening danger to property or slight personal injury is no defense to a crime. *Clark's Criminal Law*, p. 92. Compulsion threatening immediate danger of death or violent personal injury wil excuse minor crimes. *Kenny, Out. of Crim. Law*, 67. And some authorities hold that it is a defense to murder if the duress is of such an irresistible nature that immediate death is imminent. *State v. Nargashian*, 26 R. I., 299; *United States v. Vigol*, 2 U. S., (2 Dall), 340. But it is generally established that no duress excuses murder. *Blackstone*, 4th Com., 30. However in a few jurisdictions it is intimated that duress may reduce the grade of a crime. *Brewer v. State*, 72 Ark., 145; *Rizzolo v. Commonwealth*, 126 Penn., 54. Coercion exercised by a husband does not excuse his wife from murder, *Bibb v. Stadte*, 94 Ala., 31, but under an Arkansas statute the *contra* has been held. *Edwards v. State*, 27 Ark.,